



Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4580 1-800-852-3345 Ext. 4580
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June 1, 2009

Approved
G+C
09/09/09
Item # 96

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services (DHHS), Division of Family Assistance to enter into a sole source contract with Rockingham Community Action, Inc., 7 Junkins Street, Portsmouth, NH, Vendor Code #177199 as a grant recipient under the Community Services Block Grant (CSBG) to provide community based services and anti-poverty programs to low-income families effective July 1, 2009 or date of Governor and Council approval, whichever is later, to September 30, 2010, in an amount not to exceed \$765,765.00. This contract is supported with funds made available under the American Recovery and Reinvestment Act of 2009 (ARRA) to provide for the increased cost of services to low-income families, the elderly, and individuals as part of the New Hampshire Recovery Plan. Funds are anticipated in the following account(s) for SFY 2010 and 2011 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust between fiscal years through the Director, Division of Accounting Services, if needed and justified.

05-95-45-450010-0805 Dept of Health and Human Svcs, HHS: Division of Family Assistance, CSBG ARRA

<u>SFY</u>	<u>Account #</u>	<u>Description</u>	<u>Amount</u>
2010	102-0731	Community Service Block Grant	\$612,612.00
2011	102-0731	Community Service Block Grant	<u>\$153,153.00</u>
		Total	\$765,765.00

2) Further authorize the Department of Health and Human Services to make an advance payment of \$102,102.00 to the grantee. This advance will enable the program to operate during the period between monthly reimbursements from the State.

EXPLANATION

Funding for this contract is through the American Recovery and Reinvestment Act of 2009 (ARRA) making available additional Community Services Block Grant (CSBG) funds to address dramatic increases in requests for assistance due to rising unemployment, housing foreclosures, and high food and fuel prices. CSBG supports employment related services such as training, transportation and child care, as well as food, housing, health and emergency assistance to low-income families and individuals, the homeless and the elderly at or below 200 percent of the poverty income guideline. These recovery funds are supplementary to help fill gaps in safety

net services by targeting funds directly to community action agencies while they are experiencing revenue shortfalls.

New Hampshire has been allocated \$5,000,000 CSBG ARRA funds. The American Recovery and Reinvestment Act of 2009 (ARRA) mandates that no less than 99% (\$4,950,000) of the funds be distributed to the CSBG eligible entities, which in New Hampshire are the six (6) Community Action Agencies (CAAs).

To maintain transparency and accountability for the use of the ARRA funds, DFA is awarding separate contracts to the CAAs, which serves to segregate the ARRA funds from the ongoing CSBG funding stream. Services provided and the associated costs will be tracked and reported separately to meet the requirements of the ARRA legislation.

CAAs were required to submit separate service and spending plans detailing the services to be provided and the population to be served through the use of the CSBG ARRA funds. The CAAs' narrative plans are incorporated in the CSBG Recovery Act State Plan that was submitted May 27, 2009 to the US Department of Health and Human Services, Office of Community Services. As part of the Innovative Community and Neighborhood-based Initiatives, CAAs identified activities such as summer youth employment program, home repair program for elderly and disabled homeowners, a financial asset building program, nutrition and wellness education program for recipients of Temporary Assistance to Needy Families (TANF) and seniors, family support services, development of a multi-service center to address the unique needs of immigrants and refugees in New Hampshire, expanded economic development programs, case management and service coordination for individuals and families. The CAAs community action plans will be submitted in the coming months and will list all the programs that will be supplemented with ARRA funds, the number of individuals and/or services that are expected to be provided and the expected number of jobs created and/or saved as a result of these activities. At the end of the funding period, the community action plan will be updated and identify the outcomes achieved for the individuals served, and the number of jobs created and/or saved through the services provided. The existing CSBG System Information (IS) Survey will be used to record the goals achieved through the use of the ARRA funding. This reporting structure is currently used to meet the reporting requirements of the ongoing CSBG funding. The IS report is submitted annually to the DHHS-OCS and contains a section of national performance indicators that report outcomes in six (6) goal areas—low-income individuals who become more self-sufficient, the improved living conditions in which low-income people reside, community involvement of low-income people, partnerships achieved among supporters and providers of services to low-income citizens, increased capacity of agencies to achieve results with the low-income and vulnerable populations, and through the strengthening of family and other supportive environments, the improved potential of low-income citizens to achieve greater self-sufficiency and make contributions to their communities. The IS Survey will be required reporting for the CSBG ARRA funds.

The remaining 1% (\$50,000) of the ARRA grant funding is to be used for benefits enrollment coordination activities relating to the identification and enrollment of eligible individuals and families in Federal, State, and local benefit programs. In the CSBG State Plan for use of the ARRA funding, we proposed to award these funds to Southern NH Services, as fiscal agent on behalf of the New Hampshire Community Action Association (NHCAA), to improve intake and outreach activities among the six CAAs and to coordinate and document these activities using the Client Social Services Tracker (CSST) data collection system. NHCAA members are using the CSST data collection system to coordinate enrollment activities and to compile client demographic data and service usage, so that clients are receiving the services most needed to achieve self-sufficiency.

The NHCAA will engage a consultant to investigate the feasibility of bridging the CSST and the Low-Income Home Energy Assistance Program (LIHEAP) software. The Low-Income Home Energy Assistance Program (LIHEAP) is the largest client base program administered by NH CAAs and if it is possible to bridge these two data systems, the amount of data entry will be reduced dramatically and more comprehensive demographic data will be available to measure outcomes and improvements in the lives of New Hampshire citizens served through the programs of the Community Action Agencies. A small portion of these funds will be used to provide CSST training to the CAAs' intake and outreach staff to ensure accurate data is captured.

The ARRA funds for the CSBG initiatives will be made available to the Community Action Agencies from July 1, 2009 to September 30, 2010.

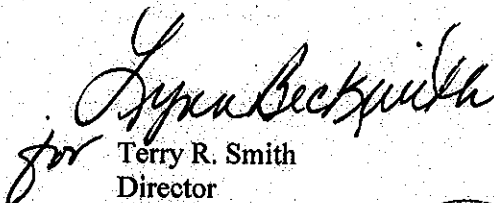
Competitive bids were not sought for these services because the federal law identifies the entities eligible for this core funding. In New Hampshire, the eligible entities are the six community action agencies.

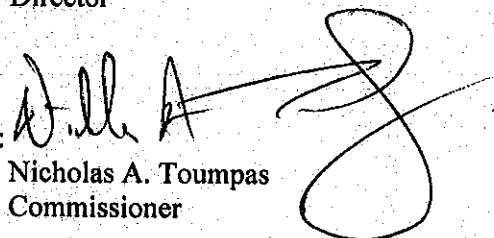
Area served: Rockingham County.

Source of funds: One hundred percent federal funds.

In the event that the Federal funds become no longer available General Funds will not be requested to support this program.

Respectfully submitted,


for Terry R. Smith
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

CSBG ARRA ALLOCATION LIST

ENTITY	Percentage	GRANT
Community Action Program Belknap-Merrimack Counties, Inc. - 2 Industrial Park Dr, Concord, NH 03301	13.82%	\$ 684,090
Rockingham Community Action - 7 Junkins Ave, Portsmouth, NH 03801	15.47%	\$ 765,765
Southern NH Services, Inc. - 40 Pine St, Manchester, NH 03103	27.87%	\$ 1,379,565
Southwestern Community Services, Inc. - 63 Community Way, Keene, NH 03431	12.14%	\$ 600,930
Strafford County Community Action Committee, Inc. - 270 County Farm Rd, Dover, NH 03820	11.55%	\$ 571,725
Tri-County Community Action Program, Inc. - 30 Exchange St, Berlin, NH 03570	19.15%	\$ 947,925
TOTALS	100.00%	\$ 4,950,000


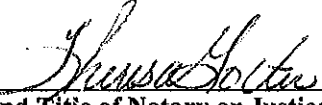

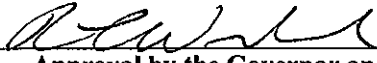
NOTE: US Department of Health and Human Services/Administration for Children and Families/Office of Community Services issued CSBG Information Memorandum Transmittal No. 109, dated April 10, 2009, subject Application for Fiscal Year (FY) 2009 CSBG American Recovery and Reinvestment Act (Recovery Act) Funds. Under Distribution of Funds section is the following:

The Recovery Act requires that States distribute 99 percent of the Recovery Act allocations to "eligible entities" as defined by Section 673(1) of the CSBG Act. States are also reminded that pursuant to Section 676(b)(8) of the CSBG Act, "any eligible entity in the State that received [FY 2008 CSBG] funding in the previous fiscal year through a [CSBG] grant ... will not have its funding terminated ...or reduced below the proportional share of funding the entity received in the previous fiscal year unless, after providing notice and an opportunity for a hearing on the record, the State determines that cause exists for such termination or such reduction, subject to review by [HHS]....".

Subject: NH Recovery - Community Services Block Grant**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Rockingham Community Action		1.4 Contractor Address 7 Junkins Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-2911	1.6 Account Number 010-045-0805-102-0731	1.7 Completion Date September 30, 2010	1.8 Price Limitation \$765,765.00
1.9 Contracting Officer for State Agency Regina Lamprey, CSBG Coordinator		1.10 State Agency Telephone Number 271-7090	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gregory Schneider, Executive Administrator	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Rockingham</u> On <u>5/6/09</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  THERESA GOLTER NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Aug. 3, 2010			
1.13.2 Name and Title of Notary or Justice of the Peace Theresa Golter, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry R. Smith, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/26/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

The Contractor agrees to deliver Community Services (hereinafter called the "Services") to low-income individuals at or below 200 percent of the poverty income guidelines. The contractor further agrees to perform all such Services including the submission of required reports hereunder and other work necessary to operate said Services in accordance with the principles and objectives set forth in the Community Services Block Grant Act, New Hampshire Community Services Block Grant Stimulus/Recovery Act Plan, the Community Services Block Grant Manual, the American Reinvestment and Recovery Act of 2009, and OMB M-09-10, Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009.

This agreement will have a commencement date of July 1, 2009 and a completion date of September 30, 2010.

The services must be provided on or before September 30, 2010; and liquidation will be on November 30, 2010. The Contractor will provide a CSBG Recovery Act Funds Package outlining the Services to be provided.

The Contractor should provide services focused on creating sustainable economic resources in communities. The Contractor should: 1) provide a wide range of innovative employment-related services and activities tailored to the specific needs of their community; 2) use funds in a manner that meets the short-term and long-term economic and employment needs of individuals, families and communities; and 3) make meaningful and measurable progress toward the reform goals of the Recovery Act with special attention to creating and sustaining economic growth and employment opportunities.

Recovery Act funds may be used "...for carrying out activities under sections 674 through 679 of the Community Services Block Grant Act ..." which includes the CSBG program assurances as stated in Section 676(b) of the CSBG Act. The use of these funds must consistent with the laws and procedures applicable to the State, both with regard to the States' own provisions for obligations and expenditures under State policies, and in accordance with applicable Federal regulations."

Under the CSBG program, the Contractor uses funds to provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health to combat the central causes of poverty. Such services continue to be supportable under the CSBG Recovery Act funds.

Rockingham Community Action CSBG Stimulus/Recovery Act

EXHIBIT B

CONTRACT PRICE

In consideration of the satisfactory performance of the Services as determined by the State, the State agrees to pay over to the Contractor, funds in the amount of \$765,765.00 (which hereinafter is referred to as the "Grant"), of which:

**\$765,765.00 is the CSBG Stimulus/Recovery Act Base Grant;
\$ 102,102.00 will be issued as a cash advance.**

Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State.

CFDA Title:	Community Services Block Grant Stimulus American Recovery and Reinvestment Act (Recovery Act) of 2009
CFDA No:	93.710
Award Name:	Community Services Block Grant Stimulus American Recovery and Reinvestment Act (Recovery Act) of 2009
Federal Agency:	Health & Human Services Administration for Children and Families Office of Community Services

NH Department of Health and Human Services
(BFAM, etc.)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.

2. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.

3. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.

4. Invoices: The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

EXHIBIT C TO P-37 (ARRA PROVISIONS)

Exhibit C American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus a redacted PDF or paper copies of the executed sub-contract/sub-grant. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contracts/grants, and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

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a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

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All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;
- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
- (7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing

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aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;

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(4) Program or project title, if any;

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;

(6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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(9) For subcontracts/subgrants grants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;
- (ii) Name of the subcontractor/subgrantee;
- (iii) Amount of the subcontract/subgrant award;
- (iv) Date of the subcontract/subgrant award;
- (v) The applicable North American Industry Classification System (NAICS) code;
- (vi) Funding agency;
- (vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;
- (viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);
- (ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;
- (x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

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(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received;

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to;

(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

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ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended,

EXHIBIT C TO P-37 (ARRA PROVISIONS)

relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51–58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

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c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of *(fill in name of federal agency providing ARRA funds)*, Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agrees to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

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12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agrees to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and have not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

17. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS

The following Use It or Loose It – Report It or Loose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Loose It and Report It or Loose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

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The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

EXHIBIT C TO P-37 (ARRA PROVISIONS)

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

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1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

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The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: <http://www.gpo.gov/davisbacon/referencemat.html>

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll

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deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so

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advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The NH Department of Health and Human Services/Division of Family Assistance shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH Department of Health and Human Services/Division of Family Assistance if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services/Division of Family Assistance. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH Department of Health and Human Services/Division of Family Assistance if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to NH Department of Health and Human Services/Division of Family Assistance, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a

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prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

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(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there

EXHIBIT C TO P-37 (ARRA PROVISIONS)

is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be

EXHIBIT C TO P-37 (ARRA PROVISIONS)

awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH Department of Health and Human Services/Division of Family Assistance shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

EXHIBIT C TO P-37 (ARRA PROVISIONS)

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. Invoices In NH DHHS Standard Exhibit C, SPECIAL PROVISIONS item 4.2 Final Invoice, delete within thirty (30) days and insert within sixty (60) days. The final financial report is due on or before November 30, 2010.

2. Contracting Officer for State Agency (Subparagraph 1.9 of the general provisions) Regina Lamprey, CSBG Coordinator, has been designed with the responsibility for overseeing this contract.

3. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

4. Recovery Act funds may be used for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

5. Funds must be accounted for separately from regularly CSBG appropriated funds, and will have a separate CFDA number, a separate CAN number, and separate drawn-downs in Payment Management System.

6. The U.S. Government Accountability Office (GAO) maintains **FraudNET**, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. Reports are kept confidential; you need not provide your name. Information provided through the Internet web site is secure and all information is safeguarded against unauthorized disclosure.

To report the possible misuse of federal funds, the E-mail address is fraudnet@gao.gov; the fax number is 202-512-3086 and the mailing address is GAO **FraudNET**, 441 G Street N.W., Washington, D.C. 20548. When you submit allegations, please provide as much detailed information as possible.

7. Reporting In accordance with Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, the designee of the chief executive of the State hereby agrees to the following reporting and registration requirements:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds

provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Rockingham Community Action
(Contractor Name)

From: 7/1/2009 To: 9/30/2010

(Period Covered by this Certification)

Gregory Schneider, Executive Administrator
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

9/6/09
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2009 through September 30, 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


 (Contractor Representative Signature)

Gregory Schneider, Executive Administrator
 (Authorized Contractor Representative Name & Title)

Rockingham Community Action
 (Contractor Name)

8/6/09
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

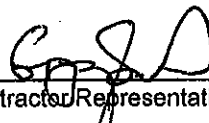
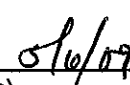
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ (Contractor Representative Signature)	Gregory Schneider, Executive Administrator _____ (Authorized Contractor Representative Name & Title)
Rockingham Community Action _____ (Contractor Name)	 _____ (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Gregory Schneider, Executive Administrator

(Authorized Contractor Representative Name & Title)

Rockingham Community Action

(Contractor Name)

5/6/09

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



(Contractor Representative Signature)

Gregory Schneider, Executive Administrator

(Authorized Contractor Representative Name & Title)

Rockingham Community Action

(Contractor Name)

5/6/09

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DHHS/DFA

State of New Hampshire Agency Name

Signature of Authorized Representative

Terry R. Smith

Authorized DHHS Representative Name

Director

Authorized DHHS Representative Title

Date

Rockingham Community Acti

Contractor Name

Contractor Representative
Signature

Gregory Schneider

Authorized Contractor
Representative Name

Executive Administrator

Authorized Contractor
Representative Title

Date

Contractor Initials: GS

Date: 6/6/09

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM COMMUNITY ACTION is a New Hampshire nonprofit corporation formed June 10, 1965. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April, A.D. 2009

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I, **Jennifer O'Neil**, Clerk/Secretary of **Rockingham Community Action** (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on **10/26/1995, and resolution # 11-03-1 on 11/3/08**, such authority to be in force and effect until 9/30/2010 the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for sale of products and services:

Gregory Schneider Executive Administrator
Tom Meissner Chair, Board of Directors

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 6th day of May, 2009

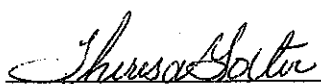


Jennifer O'Neil
Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF **Rockingham**

On this the 6th day of May, 2009, before me, **Theresa Golter**, the undersigned Officer, personally appeared, **Jennifer O'Neil**, who acknowledged her/himself to be the Secretary of **Rockingham Community Action**, a corporation, and that she/he as such **Secretary** being authorized to do so, executed the foregoing instrument for the purposed therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission expires:

THERESA GOLTER
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Aug. 3, 2010

XII. OFFICERS

A. Selection and Removal

1. The officers of the Board of Directors shall be elected by the members of the Board at the Annual Meeting. Officers shall serve one-year terms. A vacant position shall be filled by election at the next regular meeting or at a special meeting of the Board.
2. An officer of the Board may be removed from his/her office for non-performance or unacceptable performance of the duties of that office. Removal of an officer will require a two-thirds (2/3) vote of members present at a duly constituted Board meeting at which a quorum has been achieved. When an officer is removed by such a vote, an election may be held to fill the vacant office at the same meeting or as soon thereafter as is practical.

B. Powers and Duties

1. **Chairperson** - The Chairperson of the board shall call, and preside at, all meetings of the Board. The Chairperson shall be an ex-officio member of all standing or special committees. The Chairperson shall be empowered to request and/or enter into contractual agreements for programs that are ongoing or have been previously approved by the Board of Directors. All such agreements shall be reported to the Board at its next regular meeting.
2. **Vice-Chairperson** - The Vice Chairperson of the Board shall assist the Chairperson in the performance of his/her duties, and act for the Chairperson in the event of absence, resignation, or inability to perform his/her duties.
3. **Secretary** - The Secretary of the Board shall be responsible for verifying the appropriateness and accuracy of the minutes for each meeting, and serve in the role of Clerk of the Agency, attesting to the identity of Board officers, the existence and accuracy of Board resolutions and Agency policies, and other certifications needed for the submission of proposals and execution of contracts.
4. **Treasurer** - The Treasurer of the Board shall provide general oversight of the recording, reporting and auditing of all funds received and disbursed by the Agency; shall advise and assist Agency management in developing sound, effective fiscal policies and procedures; and serve as Chairperson of the Finance Committee.

XIII. POWERS AND DUTIES OF THE EXECUTIVE DIRECTOR

The Executive Director shall have at least the following powers and duties:

- A. Administer all Agency operations, programs and grants and be responsible to the Board for the performance of his/her duties.
- B. Provide general oversight of the payment of all bills and employee compensation.
- C. Enter into contractual agreements on behalf of the Agency for programs that are ongoing or have been previously approved by the Board of Directors. All such agreements shall be reported to the Board at its next regular meeting.
- D. Any and all other powers and duties that the Board of Directors shall choose to delegate to him/her, in accordance with the authority permitted by these bylaws and by all applicable laws and regulations.

XIV. BOARD COMMITTEES

The following are the standing committees. The Board of Directors may also designate one or more ad hoc committees. Each committee will consist of at least one committee Chair and two or more committee members. Committee members may be members of the Board of Directors, or other interested individuals. Except for the Finance Committee, the Chair of the committee will be appointed by the Chairperson of the Board with the Board's approval. After consultation with the committee Chair, the Chairperson of the Board will appoint committee members. The studies, findings, and recommendations of all committees will be reported to the Board of Directors for consideration and action, except as otherwise ordered by the Board of Directors. Committees may adopt such rules for the conduct of business as are appropriate and as are not inconsistent with these bylaws, the articles of incorporation, or state law.

(6/05)

- A. **EXECUTIVE COMMITTEE** - This committee shall be composed of six (6) members: the Chairperson, Vice Chairperson, Secretary, Treasurer and two (2) at-large members from the Board to be elected at the Annual Meeting. Each sector of the Board shall have two (2) representatives on the Executive Committee. The Executive Director may attend meetings but is not a voting member of the committee. The committee shall be empowered to carry out any and all functions of the Board of Directors that require action between scheduled meetings of the Board. It shall report its actions at the next regular meeting of the full Board. The Executive Committee shall be responsible for maintaining Board membership. This committee will serve as the central planning group for the organization and as an advisory group to the Executive Director. It shall coordinate the evaluation of the Executive Director. Meetings of this committee shall be called by the Chairperson of the Board. A quorum of at least fifty percent (50%) of the committee's membership must be present in order to transact business.
- B. **PLANNING & EVALUATION COMMITTEE** - Responsible for the development of a multi-year planning process and annual plans which they shall recommend to the full



**RCA Board of Directors
EXECUTIVE COMMITTEE MEETING**

November 3, 2008

Proposed Action on Resolution 11-03-1:

1. Summary:

This resolution authorizes signature authority for the SNHS Manager's Representative assigned to RCA under the Management Agreement executed between RCA and SNHS on October 20, 2008, granting the SNHS Representative the authority to act and sign as the Executive Director of Rockingham Community Action.

2. Background:

On October 16, 2008 the RCA Board of Directors approved a Management Agreement ("Agreement") between Rockingham Community Action, Inc. ("RCA") and Southern New Hampshire Services, Inc. ("SNHS"). This agreement was executed October 20, 2008, upon which SNHS assumed responsibility for managing, operating, maintaining and servicing the administrative and program management functions of the agency. In accordance with Section 3.1 of the Agreement, SNHS has designated Greg Schneider as the SNHS Manager's Representative ("Representative") assigned to RCA. Section 3.1 of the Agreement also authorizes all management employees of SNHS, including the Representative, to act as RCA's agents. The agreement does not specify whether SNHS' management employees or the Representative are granted the specific authority of the Executive Director of the agency, nor does it specify who is authorized to sign as Executive Director on behalf of RCA. The purpose of this resolution is to vest the SNHS Manager's Representative with such authority, as needed to sign contracts and conduct other official business of the agency.

3. Resolution:

That Greg Schneider, the Manager's Representative ("Representative") of Southern New Hampshire Services, Inc. ("SNHS"), is hereby granted authority by the Board of Directors of Rockingham Community Action ("RCA"), to act and sign as Executive Director on behalf of RCA effective November 3, 2008. Representative is vested with the same authority as is normally granted to the Executive Director of the agency, including signature authority for contracts, checks and bank accounts. Such authority is pursuant and subject to the terms of the Management Agreement ("Agreement") between RCA and SNHS executed October 20, 2008, and such designation is limited to the term of the Agreement or as otherwise determined by the Board of Directors of RCA. Representative shall perform the duties and responsibilities of Executive Director in accordance with RCA's Bylaws, rules, policies and other governing documents, under the direction of the RCA Board of Directors, and shall act all times with a fiduciary duty to RCA.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/05/09

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rockingham Community Action 7 Junkins Ave Portsmouth, NH 03801		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance	
		INSURER B: MEMIC Indemnity Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ZHV5201874	03/01/09	03/01/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	ABV5004753	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	UHV5201871	03/01/09	03/01/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3102801158	05/01/09	05/01/10	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **

Included states ~ NH

CERTIFICATE HOLDER

State of New Hampshire
 Dept Health & Human Services
 Division of Family Assistance
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Independent Auditor's Report

Board of Directors
Rockingham Community Action, Inc. and Related Entity
Portsmouth, New Hampshire

We have audited the accompanying consolidated statement of financial position of Rockingham Community Action, Inc. and Related Entity as of June 30, 2008, and the related consolidated statements of activities and cash flows for the year then ended. These consolidated financial statements are the responsibility of Rockingham Community Action, Inc. and Related Entity's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Community Action, Inc. and Related Entity as of June 30, 2008, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2009, on our consideration of the Rockingham Community Action, Inc. and Related Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The accompanying schedule of program activity, Schedule A-1 through A-9, and schedule of expenditures of federal awards, Schedule B-1 through B-3, which includes the requirements of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, are presented for the purpose of additional analysis and are not a required part of the basic consolidated financial statements. The information in these schedules has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects, in relation to the basic consolidated financial statements taken as a whole.

A handwritten signature in black ink that reads "Wipfli LLP". The signature is written in a cursive, flowing style.

Wipfli LLP

March 25, 2009
Madison, Wisconsin

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Financial Position

June 30, 2008

<i>Assets</i>	
Current assets:	
Cash	\$ 575,186
Grants receivable	684,691
Prepaid expenses and other assets	57,999
Total current assets	1,317,876
Other assets:	
Investment in limited partnership	137,600
Loans receivable - Housing	47,450
Total other assets	185,050
Property and equipment, net	471,976
TOTAL ASSETS	\$ 1,974,902
<i>Liabilities and Net Assets</i>	
Current liabilities:	
Line of credit	\$ 250,000
Accounts payable	358,915
Accrued expenses	416,305
Grant funds received in advance	311,367
Total current liabilities	1,336,587
Net assets:	
Unrestricted	191,815
Temporarily restricted	446,500
Total net assets	638,315
TOTAL LIABILITIES AND NET ASSETS	\$ 1,974,902

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Activities

Year Ended June 30, 2008

	Unrestricted	Temporarily Restricted	Total
Revenue:			
Grant revenue	\$ 7,641,689	\$ 69,910	\$ 7,711,599
Program contributions	103,663	88,467	192,130
Rental income	41,894	0	41,894
Interest income	657	0	657
Fees for service	66,643	0	66,643
Other income	157,838	0	157,838
In-kind contributions	496,895	0	496,895
Net assets released from restriction through satisfaction of program restrictions	105,636	(105,636)	0
Total revenue	8,614,915	52,741	8,667,656
Program expenses:			
Child education	2,177,215	0	2,177,215
Energy assistance	3,267,214	0	3,267,214
Community services	1,604,436	0	1,604,436
Weatherization	293,198	0	293,198
Food programs	752,647	0	752,647
Housing	380,172	0	380,172
Total program expenses	8,474,882	0	8,474,882
Support services:			
Management and general	393,440	0	393,440
Fund-raising	95,878	0	95,878
Total support services	489,318	0	489,318
Total expenses	8,964,200	0	8,964,200
Change in net assets	(349,285)	52,741	(296,544)
Net assets - June 30, 2007	541,100	393,759	934,859
Net assets - June 30, 2008	\$ 191,815	\$ 446,500	\$ 638,315

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Cash Flows

Year Ended June 30, 2008

Increase (decrease) in cash:

Cash flows from operating activities:

Change in net assets	(\$ 296,544)
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Adjustments to reconcile change in net assets

to net cash provided by operating activities:

Depreciation	51,283
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Changes in operating assets and liabilities:

Grants receivable	37,063
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Prepaid expenses and other assets	142
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Accounts payable	73,482
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Accrued expenses	181,388
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Grant funds received in advance	61,481
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Net cash provided by operating activities	108,295
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Cash flows from investing activities:

Capital expenditures	(36,331)
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Collections on loans receivable	160
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Issuance of loans receivable	(47,610)
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Net cash used in investing activities	(83,781)
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Cash flows from financing activities:

Advance on line of credit	250,000
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Principal payment on note payable	(3,306)
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Net cash provided by financing activities	246,694
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Change in cash	271,208
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Cash - June 30, 2007	303,978
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Cash - June 30, 2008	\$ 575,186
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Supplemental schedule of operating activities:

Interest paid and expensed	\$ 7,413
----------------------------	----------

Rockingham Community Action Board of Directors

April 2009

Public Sector

Julie Hoyt
Exp. 12/2009
716 Bennett Way
Newmarket, NH 03857
H. 603-659-2312
W. 603-679-9420
jhoyt@co.rockingham.nh.us
Executive Committee (at-large)

Private Sector

Exp: 12/2010
Heather Neville
4 Quincy Drive
Derry, NH 03038
857-0472-4317
had225@aol.com (h)
hdn@nhlawfirm.com (w)

Private Sector

Tom Meissner
Exp. 12/2010
133 Islington Street
Portsmouth, NH 03801
H. 603-436-7479
meissner@unitil.com
Chair, Executive Committee

Eliza Stewart-MacDougall
Exp. 12/2009
178 Pickpocket Rd.
Brentwood NH 03833
H. 603-772-2919
elizastewartmacdougall@yahoo.com
Executive Committee (at-large)

Stephen MacInnes
Exp. 12/2010
PO Box 1093
Hampton, NH 03843
W. 603-926-5801
stephenmacinnes@yahoo.com
Treasurer/Finance Cmtt Chair
Executive Committee

D. Snow Chretien
Exp. 12/2009
16 New Road
North Hampton
H. 603-964-9937
dshooter45@comcast.net

Silvia McCarron
Exp. 12/2009 (unexp. Acov)
167 France Road Ext.
Barrington, NH 03825
H. 603-997-6429
dandsmccarron@gmail.com
Personnel Committee Chair

Chris Callahan
Exp. 12/2010
3 Buzell Avenue
Exeter, NH 03833
H. 603-580-7994
chcallahan@ehr.org
Governance Committee Chair

Debra Weiss Ford
Exp: 12/2010
100 International Drive
Suite 63
Portsmouth, NH 03801
603-559-2700

Low-Income Sector

Neal Carnaby
Exp. 12/2010
14 Lafayette Road, #1
N. Hampton, NH 03862
H. 603-926-0629
nealsgauge@aol.com
Vice Chair
Executive Committee
RCA Rep. to Head Start PC

Kally Keefe
Exp. 12/2009
7B Purington Lane
Hampton, NH 03842
H. 603-601-6167
kally2424@yahoo.com

Jennifer O'Neil
Exp. 12/2009
10 Roberts Drive
Hampton, NH 03842
H. 603-601-6454
jenaoneil@comcast.net
Secretary
Executive Committee
Head Start PC Rep to RCA

Bonnie Konopka
Exp. 12/2010
Crotched Mountain
Community Care
30 International Drive
Portsmouth, NH 03801
W. 603-431-3042
F. 603-431-5935
bonnie.konopka@crotchedmountain.org
Strategic Pl. Committee Chair

Public Sector 1/3rd

Elected Rockingham County public officials or their representative.

Private Sector 1/3rd

Representatives of community organizations, service providers, educational institutions advocacy groups, racial, ethnic or minority groups, labor unions, clergy, businesses and/or other interested entities

Low-Income 1/3rd

Low-income or formerly low-income residents, representative programs or organizations serving low-income residents and/or advocates addressing poverty-related issues.

Geographic Apportionment

To the maximum extent possible, with the aim of balancing representation, 1/3rd of the members from each Board sector should live, work, or have a special interest in the needs of the low-income population, in each of the agencies three service areas.



Turning hardship into hope

MAIN OFFICE
431-2911

**CHILD CARE
SERVICES**

Salem: 893-8446
Rest of County:
1-800-310-8333

FUEL ASSISTANCE

Portsmouth area:
436-3896
Salem/Derry area:
898-8435
Rest of County:
1-800-639-3896

HEAD START

Main Office
431-2911
Centers
Derry: 432-2715
Fopping: 679-2892
npton: 929-4739
newmarket: 659-4927
Portsmouth: 422-8231
Raymond: 895-9223
Salem: 893-4470

HOUSING & ENERGY

431-2911

LITERACY SERVICES

Exeter: 778-4770
Portsmouth
Adult Ed: 422-8233

OUTREACH CTRS.

Main Office
895-2896
Centers
Seacoast: 474-3507
Portsmouth Clients:
427-2520
Raymond: 895-2303
Salem: 893-9172
Derry: 432-5573

**WOMEN, INFANTS
& CHILDREN (WIC)**

Exeter: 778-1834

**WORKFORCE
DEVELOPMENT**

Main Office
431-2911
One-Stop Centers
Portsmouth: 436-3702
Salem: 893-9185
Seabrook: 474-3507

Mission Statement

Rockingham Community Action (RCA) is a private, non-profit organization whose mission is to prevent, reduce and work towards the elimination of poverty. We do this by: offering people a variety of services that meet their immediate needs; providing them with the tools and resources to help them overcome economic hardship; and empowering them to address the root causes of poverty. RCA is designated by local, state and federal officials to serve the diverse needs of low-income residents of Rockingham County.

We Believe

- Everyone deserves to be treated with respect.
- Everyone needs shelter, food, clothing, safety healthcare and education.
- Poverty can happen to anyone.
- Poverty damages everyone.
- The causes of poverty are complex. Solutions can be found by addressing individual, social, political and economic factors.
- Solutions to poverty are everyone's responsibility.
- Sharing strengthens society.
- Most people want to work towards economic independence and self-reliance.
- In order for people to be self-reliant, they must have access to opportunities, information and education.
- Given such access, people are ultimately responsible for their own behavior and decisions.
- People benefit the most from, and respond best to, expectations that are challenging yet achievable.

To maximize our effectiveness, RCA is committed to acting on these beliefs both within the organization and in the larger community.

Rockingham Community Action

NH Recovery Community Services Block Grant

(15) List of key administrative personnel and their annual salaries along with notations of whether they will be paid from the proceeds of this contract or agreement.

<u>Name</u>	<u>Salary</u>	<u>% From this Contract</u>
Gregory Schneider	paid by SNHS	0%
Ron Ross	\$70,000	0%

457 Milton Street
Manchester, NH 03103-4144
603-668-8494
gschneider@rcaction.org

Gregory Schneider

Experienced administrator, educator and business owner. Comfortable in both non-profit and for-profit sectors with a solid track record of managing complex projects through all phases from planning to implementation. Successful fundraiser, grant writer and coalition builder. Skilled manager with the capacity to engage diverse populations in community building, conflict resolution and strategic planning.

- Experience**
- 2008 – Present Rockingham Community Action (RCA)
- Serving as Executive Administrator for Rockingham Community Action (RCA) in the absence of an Executive Director, under terms of a Management Agreement between SNHS and the RCA Board of Directors.
 - Performing duties of Executive Director for RCA, including all administrative functions related to managing the agency.
- 2002 – Present Southern New Hampshire Services, Inc. (SNHS)
Community and Multi-Cultural Services Director, EEO Officer
- Contact person for the SNHS with state CSBG office
 - Development and management of programs serving low-income populations, especially linguistic and cultural minorities
 - Provide administrative oversight including staff, budgets and operations of community programs, including Manchester and Nashua Academy programs, Pre-Placement, Accompanied Transportation, ALPHA Youth Services, Child Health Support, ESL program, Homeless Outreach, Latin American Center, North Peterborough Family Program, Pathways, and translation/ interpretation services.
 - Grant development and reporting, program development and monitoring, and staff supervision
 - Represent the Agency on the NHCAA Technology Committee
- 1996 – 2006 Sound Body Connection, LLC, Manchester, NH
Owner
- Co-owned a business focused on providing services for healing and allowing people a forum to discover and express their spirituality through musical performance. Built and maintained a massage therapy practice providing services in an office setting as well as seated massage in the workplace. Directly responsible for all of the public relations, financial and managerial components associated with the performances and on-going activities of the musical groups which were part of the business.
- 1990 – 1996 New Horizons for New Hampshire, Inc., Manchester, NH
Executive Director
- Responsible for overall day-to-day operation of non-profit organization with annual budget of \$350,000 and 5 programs to aid those in need.
 - Managed staff of 15 employees and made personnel decisions relative to hiring and dismissal of employees.
 - Developed annual budget and managed public relations/solicitation process including acting as spokesperson for the organization and implementing fundraising activities.

- Represented New Horizons in coordinating programs and services with other private and public entities.
- Responsible for developing and overseeing programs to further the mission of the organization and better serve the target population.

1986 – 1990 Amoskeag Bank Shares, Inc., Manchester, NH

Senior Product Manager

- Oversaw product development, implementation and tracking for retail lending products in a holding company environment with 4 member banks.
- Coordinated on-going activities for lending products among operations, sales and marketing divisions.
- Participated in developing collateral materials for product advertising and marketing.

1984–1986 New Hampshire Catholic Charities, Inc. Manchester, NH

Program Administrator

- Developed state-wide program of surplus food solicitation, retrieval and distribution.
- Managed daily operations of warehousing and distribution program.
- Recruited, trained and supervised volunteers responsible for evaluation and handling of donated food.
- Coordinated activities of national, regional and local programs involved in food distribution throughout the state.
- Collected donation, distribution and other data and provided appropriate reports to management.

1981-1984 Diocese of Manchester, Manchester, NH

Community Liaison Staff

- Developed and implemented educational programs on Catholic Church's social mission for churches and groups throughout the state.
- Researched issues, prepared and delivered testimony regarding Church's position on important social issues to state legislative leaders on behalf of the Bishop of Manchester.
- Conducted seminars on Church teaching and social issues to church and religious groups.

1980 – 1981 New Horizons for New Hampshire, Inc. Manchester, NH

Soup Kitchen Coordinator

Responsible for daily operations of state's first soup kitchen program, including recruiting and training volunteers, soliciting food and cash donations, and managing daily meal operation. Function required interaction with homeless and low-income individuals, volunteers, donors and city agencies and officials.

Education 1979 M.A. Theology Christ the King Graduate School of Theology Buffalo, NY

1976 B.A. Philosophy St. John's Seminary College Boston, MA
Graduated Magna Cum Laude

RONALD P. ROSS
3 Sabrina Lane
Springvale, ME 04083
(H) (207) 324-1773
rpross@metrocast.net

BACKGROUND SUMMARY

Well rounded, self motivated financial professional with 17 years of manufacturing financial management and 10 years of non-profit agency financial management. Detail oriented individual who understands the relationship between low level data integrity and high level financial reporting relied on for "big picture" decision making purposes.

PROFESSIONAL EXPERIENCE

Child Care Services of York County, Sanford, ME

Director of Finance and Planning

02/05 – Present

Child Care Services of York County is a private non-profit community agency dedicated to the delivery of high quality child care for York County families. The Agency employs 45 people with an annual budget of \$4 million.

Manage the Agency's finances, general ledger, accounts payable, purchasing, accounts receivable, fixed assets, financial reporting, grant reporting, and federal 990 annual tax filing.

Successfully developed and implemented a reporting and forecasting system which effectively communicated current and future financial outcomes to the management team and the Board of Directors in a timely manner.

Selected accomplishments:

- \$ Converted DOS-based accounting software to Network-based accounting system.
- \$ Resolved prior years grant reporting inconsistencies with multiple state of Maine departments.
- \$ Successfully restructured the Agency's debt to increase current cash flow.
- \$ Developed a reporting/forecasting model to communicate current and future financial outcomes to agency managers and the Board of Directors.

People's Regional Opportunity Program, Portland, ME

Financial Specialist

01/04 - 02/05

People's Regional Opportunity Program, a private non-profit community action agency serving Cumberland County Maine, employs approximately 140 people, and has an annual budget of over \$12 million.

Reviewed and approved program expenditure requests, reconciled general ledger accounts, reviewed and/or completed general journal entries. Assisted in agency grant budget preparation. Completed, analyzed and/or reviewed grant reports in accordance to GAAP and federal/state costing guidelines, including consolidated balance sheets and revenue and expense summaries. Assisted external auditors with the audit of agency records.

Selected accomplishments:

- \$ Revised and converted the general ledger revenue account structure to streamline financial reporting.
- \$ Developed and implemented an electronic general ledger account reconciliation process dramatically increasing balance sheet accuracy, reducing monthly close time.
- \$ Maintained department's day to day routine while the CFO was out due to injury (4 months).

U S Optical Disc Inc. / DOCdata New England-USA, Sanford, ME

Controller

03/98 - 01/04

DOCdata New England, Inc. was a division of DOCdata USA, a wholly owned subsidiary of DOCdata NV located in the Netherlands and traded on Dutch stock exchange as DOCData. DOCdata New England was a replicator of audio/ROM compact disk with annual sales of \$6 million. It also provided a wide range of packaging and fulfillment services to customers. In March of 2002 DOCdata New England, Inc. was purchased by the management group and was renamed U.S. Optical Disc, Inc.

Responsible for all aspects of financial management, general ledger, accounts payable, accounts receivable, credit and collections, fixed assets, payroll processing, financial reporting and forecasting, personal and property tax reporting and the insurance program.

Selected accomplishments:

- \$ Researched, selected and implemented the conversion of a DOS-based accounting system to an integrated network-based financial reporting system (MAS90-FRX-F9).
- \$ Designed a more efficient and flexible forecasting model integrating vital decision drivers (sales/marketing; manufacturing cost-capacity-efficiencies; overhead and A&G burden) to effectively track and forecast financial results.
- \$ Prepared annual strategic budget with management and presented actual performance variances to the management staff (manufacturing yield, price/volume mix, margin by segment, etc.).

Vishay Sprague, Inc. / Sprague Electric Company, Sanford, ME

Payroll Manager / Tax Administrator

11/87 – 03/98

Solid Tantalum General Accounting Manager

Vishay Intertechnolgy, Inc. (VEC) purchased the Tantalum Division of Sprague Electric Company in February of 1992. Vishay Sprague's Tantalum Division was a worldwide manufacturer of electronic components with annual sales of \$231 million and manufacturing plants in Sanford, ME; Concord, NH; West Palm Beach, FL.; and Dimona, Israel.

As Payroll Manager, I managed the US corporate payroll function for approximately 1,800 hourly and salary employees with an annual payroll of \$48 million. Provided management and technical support to 15 local payroll/human resource department personnel to maintain system security and data integrity.

As General Accounting Manager I was responsible for maintaining the general ledger, and a \$60 million accounts payable functions along with the data interfaces with purchasing, material management, payroll, and accounts receivable systems.

Selected accomplishments:

- \$ Participated in a select financial team responsible for redesigning the general ledger chart of accounts, division and department structure that facilitated effective consolidated reporting.
- \$ Part of a small management start-up team to integrate the newly acquired West Palm Beach manufacturing facility.
- \$ Participated in the conversion from IBM financial systems to Hewlett Packard manufacturing and financial systems (HP3000, MRPII, HPGL and HP Financial Budgeting).

York County Community Action Corporation, Sanford, ME

Fiscal Officer

011/79 – 11/87

York County Community Action Corporation, a private non-profit corporation which served 29 communities, employed approximately 100 people, and had an annual budget of over \$4.5.

Maintained the computerized general ledger system, which generated detailed and consolidated financial statements. Managed a fiscal staff of 5 people. Reviewed and authorized budgets and expenses. Assisted external auditors with the audit of agency records.

Prepared monthly, quarterly and annual financial reports. Developed budgets for approximately 45 cost centers working closely with department managers. Analyzed monthly budgets versus actual expense variances and presented alternatives for management staff and members of the Board of Directors.

Selected accomplishments:

- \$ Successfully resolved several million dollars of grantor questioned cost.
- \$ Developed a financial reporting system which facilitated program managers to understand and control their cost.
- \$ Drastically reduced audit cost.
- \$ Developed and managed the agency's data processing system including the financial and program data conversion. Trained staff in the use of both the computer and its software.

EDUCATION

University of Southern Maine, 1972 to 1977
Bachelor of Science in Accounting
Associate of Science in Business Administration

MISCELLANEOUS

Board of Directors, Treasurer 1988 - Present
York County Community Action Corporation, Sanford, Maine

ROCKINGHAM COMMUNITY ACTION

The Community Action Agency for Rockingham County

Mailing Address: 7 Junkins Ave.

Portsmouth, NH 03801

Telephone: (603) 431-2911

Fax: (603) 431-2916

Community Services Block Grant - American Recovery & Reinvestment Act

Budget Detail

7/1/09 - 9/30/10

Salaries & Wages		\$	550,081
Fringe Benefits			
FICA	43,907		
Health and Dental 3 employees @ 1,000/mo. x 14/mo	42,000		
Unemployment Compensation	6,840		
Workers' Compensation	<u>11,002</u>		
		\$	103,749
Consultants			
Web designer		\$	10,000
Travel			
Staff Travel	4,200		
Per Diem Travel	<u>500</u>		
		\$	4,700
Training/Conference Fees			
Conference Fees		\$	10,550
Supplies - Office and Computer Supplies		\$	6,000
Program Support			
FixIt Ramp Program		\$	11,000
Indirect Costs		\$	69,685
	Total	\$	<u>765,765</u>

Rockingham Community Action			Recovery Act Plan		Participants/Projects/Organizations						
CSBG SUMMARY OF PROGRAMS (New programs see program list)	SerC	National Performance Indicators	07/01/09-09/30/10 Outcomes	expected participants	expected projects	expected organizations	achieved	volunteer hrs	expected jobs created/saved	achieved jobs created/saved	CSBG Program Support
Head Start	Ed	2 E	Child Development management staff will increase hours to develop plans for expansion of Head Start and introduction of Early Head Start.	100					2		101,346
Literacy Programs	Ed	2 H	4,450 children will receive free books and participate in reading programs to enhance reading skills and develop reading habits.	4,450					2.5		127,166
Adult Basic Education (ABE)	Ed	2 H	120 individuals will attend classes to improve English language skills or prepare for GED exam.	120					2		35,280
FitWIC	ES	6 B	1 500 children will participate in fitness program to reduce obesity.	500					1		35,108
WIC	Nut	6 A	2 2500 mothers and pregnant women will receive nutrition education, formula, and breastfeeding support.	2,500					2		135,027
Commodity Supplemental Food Program	Nut	6 A	500 seniors will receive commodity foods to supplement household resources.	500					1		54,251
Child Care Food Program	Nut	6 A	2 350 children in private child care settings will be provided with nutritious food, and providers will be provided with nutrition information and resources.	350		30			0.5		17,722
Area Centers Program Support	Lkg	6	3,000 individuals will receive assistance with food, housing and other emergency services.	3,000					3		31,936
Derry Area Center Staffing	Lkg		500 individuals will receive assistance with food, housing and other emergency services in a new office location.	500					2		78,998
Fixit Program	Hsg	6	100 elderly and/or disabled individuals will be enabled to remain in their homes.	100		10			0.5		30,026

Rockingham County Community Resource Network	Lkg	4		20 partnerships will be maintained in and collaborati ona established in local communities.		20						40,944
Asset Building Services Coordinator	SS	1 A		25 individuals will participate in the IDA program and 250 individuals will participate in the free tax prep program.	225	10						58,850
Program Support Staff				All agency program sites will be maintained to ensure a safe and clean nvironment for staff and clients.						0.5		19,111
TOTALS					12,345	0	70	0	0	0	210	765,765